

**LEMON GROVE SANITATION DISTRICT
AGENDA ITEM SUMMARY**

Item No. 5
Mtg. Date August 2, 2016
Dept. Public Works

Item Title: Approve an Agreement with Dexter Wilson Engineering, Inc. to Update the Sewer System Master Plan

Staff Contact: Mike James, Assistant City Manager / Public Works Director and Tim Gabrielson, District Engineer

Recommendation:

Adopt a resolution (**Attachment B**) approving an agreement with Dexter Wilson Engineering, Inc. to update the sewer system master plan and directing the Executive Director, or her designee, to execute and manage the agreement. |

Item Summary:

In 2006, the City contracted with Boyle Engineering Corporation to create a sanitary sewer system master plan (master plan) study. The purpose of the master plan is to serve as a planning document to evaluate the capacity of the existing collection system, determine improvement needs under future build-out conditions, develop a capital improvement program (CIP) based on those needs, and model future program needs through while performing on-going inspection, maintenance and video recording of the entire sewer collection system.

In 2009, district staff began a master plan update, however, the process was not completed. With the recent inclusion of Rick Engineering, staff is now better positioned to fully evaluate and update the master plan. The staff report (**Attachment A**) provides additional details about the master plan study, current status, the consultant selection process, and concludes with staff's recommendation.

Fiscal Impact:

Funds were allocated in the Fiscal Year 2016-2017 Sanitation District budget not to exceed \$100,000. |

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Resolution

LEMON GROVE SANITATION DISTRICT STAFF REPORT

Item No. 5

Mtg. Date August 2, 2016

Item Title: **Approve an Agreement with Dexter Wilson Engineering, Inc. to Update the Sewer System Master Plan**

Staff Contact: Mike James, Assistant City Manager / Public Works Director and Tim Gabrielson, District Engineer

Background:

In 2006, the district contracted with Boyle Engineering Corporation to create a sanitary sewer system master plan (master plan) study. The master plan was, and continues to serve as, a planning document that accomplishes the following tasks:

- Evaluates the capacity of the existing collection system during worst conditions, such as peak wet weather flows;
- Evaluates the capacity of the collection system through flow modeling programs and determines improvement needs under future build-out conditions;
- Develops a capital improvement program (CIP) that will provide the district with a reliable and economic sanitary sewer collection system for the future; and
- Provides assistance in developing future program needs such as continuing to inventory system integrity and model performance through on-going inspection, flow monitoring and video inspections.

After the master plan was completed district staff utilized the document to guide decisions made for on-going maintenance and CIP construction projects. In 2009, district staff began initial discussions to update the master plan with Psomas. However, no record of that process being completed is on file. Therefore, staff is recommending the last completed master plan (from 2006) and partial update (from 2009) is reviewed and updated to account for the amount of development that has occurred, incorporate the anticipated development that may occur, and evaluate what capital improvements may be needed to account for current (and proposed) capacity in the collection system.

Discussion:

In May 2016, the agreement with Rick Engineering Company (Rick Engineering) was extended through Fiscal Year 2016-2017 to provide multiple engineering services to the district. A sample of the those services included serving as the district engineer, supporting any capital improvement project as a part of the five year capital improvement program, and serve as the subject matter expert for all wastewater related tasks related to the district's involvement in the metro wastewater system. These three tasks have a direct impact on the master plan and as such district staff worked directly with Rick Engineering to determine what level of service is most appropriate to properly update the district's master plan. Those needs were documented into a request for proposals that staff anticipated to publicly advertise. However, after the RFP was created district staff felt it was prudent to work directly with Rick Engineering to determine if there was a consultant that it has a positive experience and outstanding field knowledge that it has worked with recently to respond to this RFP. Dexter Wilson Engineering, Inc. (Wilson Engineering) was

Attachment A

identified by Rick Engineering as having a tremendous amount of experience in wastewater and a significant amount of experience with not only updating master plan but creating master plans. Additionally, Wilson Engineering was already identified to serve as the district's subject matter expert and representative on the San Diego Metro Wastewater Technical Advisory Committee (Metro TAC) and Joint Powers Authority (Metro JPA). With the prior knowledge of the district's involvement with Metro TAC/JPA, Wilson Engineering is the single point of contact that already has the historical knowledge of the district and can quickly assess the current status of the district's system to properly update a master plan moving forward.

The city's purchasing ordinance (LGMC 3.24.070) authorizes the District Board the authority to select professionals based on the professional qualifications necessary for the satisfactory performance of the service required, on demonstrated competence, and on a fair and reasonable price consistent with Government Code Section 4526. While it is normally a standard practice to seek at least three proposals for the professional service needed, the purchasing officer (i.e. Executive Director) may waive the requirements for solicitation of multiple proposals if one individual or firm can provide the professional services. Wilson Engineering has proven that it has the professional ability, knowledge and prior experience performing like services and as such staff believes all desired tasks needed to perform the master plan update will be accomplished by Wilson Engineering.

With staff's direction, Wilson Engineering prepared a proposal (**Attachment B – Exhibit 1**) to update the district's master plan. The bullet points listed below outline key elements of the proposal that staff felt important to highlight:

1. Scope of Services: Six tasks that include research and background, field investigations, sewer model and sewer generation rate, create a capital improvement program, provide progress reports, and deliver a final report.
2. Duration: This project will not exceed one year, unless extended per item number 3..
3. Project Cost: The total cost estimate, including the three optional tasks, will not exceed \$83,600. A contingency amount is proposed at \$15,000 and an optional time extension no more than 15 calendar days.
4. Termination: This agreement may be terminated with or without cause by the City with 30 day written notice.

Conclusion:

That the District Board adopts a resolution (**Attachment B**) approving an agreement with Dexter Wilson Engineering, Incorporated to update the sewer system master plan and directing the Executive Director, or her designee, to execute and manage the agreement. |

Attachment B

RESOLUTION NO. 2016 -

RESOLUTION OF THE DISTRICT BOARD OF THE LEMON GROVE SANITATION DISTRICT APPROVING AN AGREEMENT WITH DEXTER WILSON ENGINEERING, INCORPORATED TO UPDATE THE SEWER SYSTEM MASTER PLAN

WHEREAS, in 2006, the district contracted with Boyle Engineering Corporation to create a sanitary sewer system master plan (master plan) study; and

WHEREAS, there is a current need to perform an update to the master plan that will re-evaluate current sewer capacities, determine improvements needed, develop a capital improvement program that provides for a reliable and economic sewer collection system, and develop future program needs for optimum maintenance and operation; and

WHEREAS, in order to complete this update in an economically efficient process the expertise of a consulting firm that possess the knowledge, skills and abilities in completing master plans will be needed; and

WHEREAS, Dexter Wilson Engineering, Incorporated was identified by district staff as a consulting firm that has a positive experience in performing master plans in close work with the district engineer; and

WHEREAS, after evaluating the proposal, district staff determined that Dexter Wilson Engineering, Incorporated has the professional experience and competency to successfully update the district master plan.

NOW, THEREFORE, BE IT RESOLVED that the District Board of the Lemon Grove Sanitation District hereby:

1. Approves an agreement (Exhibit 1) with Dexter Wilson Engineering to update the sewer system master plan; and
2. Authorizes the Executive Director, or her designee, to execute and manage the agreement.

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Attachment B – Exhibit 1

**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
Dexter Wilson Engineering, Inc.**

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and Dexter Wilson Engineering, Inc., a sanitary engineering firm (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide sanitary engineering consulting services.

WHEREAS, the CITY has determined that the CONTRACTOR is a sanitary engineering firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services required hereunder will be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth on pages 2-8 of Exhibit "A" (Attached).

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change

Attachment B – Exhibit 1

in services, not to exceed the total amount of Fifteen Thousand Dollars (\$15,000) and extend time for completion by more than a total of fifteen (15) days.

3. **PROJECT COORDINATION AND SUPERVISION.**

Tim Gabrielson and Jeremiah Harrington hereby are designated as the Project Coordinators for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Dexter S. Wilson thereby is designated as the Project Director for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described on page 13-14 of Exhibit "A" shall not exceed Eighty-Three Thousand Six Hundred (\$83,600) (the Base amount) without prior written authorization from the City Engineer. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by and in the sole discretion of the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.

5. **LENGTH OF AGREEMENT.** This agreement will last three hundred sixty-five days (365) days from the approved and executed date or until all work has been completed by the CONTRACTOR and accept by the DISTRICT, which even occurs first.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the CONTRACTOR's written work product for the CITY's purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees except as herein set forth, and the CONTRACTOR expressly agrees not to represent that the CONTRACTOR or the CONTRACTOR's agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONTRACTOR, its agents, servants, and employees are as to the CITY wholly independent contractors and that the CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and

Attachment B – Exhibit 1

regulations of the CITY OF LEMON GROVE, whether now in force or subsequently enacted. The CONTRACTOR, and each of its subcontractors, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

11. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for

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training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party; or (v) is disclosed according to law or court order.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this Agreement. CONTRACTOR's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONTRACTOR's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The CITY AND CONTRACTOR expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY 's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of

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the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

16. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to purchase and maintain throughout the term of this agreement, the following insurance policies:

☒ A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONTRACTOR's employees.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insured.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY

Attachment B – Exhibit 1

may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all reasonable costs and expenses of suit, including reasonable attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mutual negotiation between the principles, and failing that through nonbinding mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA"). The costs of mediation shall be borne equally by the parties.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 30-day's written notice to the CONTRACTOR. During said 30-day period the CONTRACTOR shall perform all services in accordance with this Agreement. The Contractor may terminate this agreement upon thirty (30) days prior notice in the event of a continuing and material breach by the City of its obligations under this Agreement including but not limited to payment of invoices.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement that is not cured to the City's satisfaction within a ten (10) day prior cure period, or material misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the

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CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY: Lydia Romero, City Manager
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: Dexter S. Wilson, P.E.
Dexter Wilson Engineering, Inc.
2234 Faraday Avenue
Carlsbad, CA 92008

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY OF LEMON GROVE. The CONTRACTOR also agrees not to

Attachment B – Exhibit 1

specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the Lemon Grove Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the CITY OF LEMON GROVE Conflict of Interest Code. Specifically, the CONTRACTOR shall:

1. Go to www.fppc.ca.gov
2. Download the Form 700: Statement of Economic Interests
3. Completely fill out the form
4. Submit the form to the Public Works Department with the signed contracts.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 21 by the CONTRACTOR.

22. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

Attachment B – Exhibit 1

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF LEMON GROVE

DEXTER WILSON ENGINEERING, INC.

(Corporation – signatures of two corporate officers)
(Partnership – one signature)
(Sole proprietorship – one signature)

By: _____
Lydia Romero

City Manager
(Title)

(Date)

By: _____
(Name)

(Title)

(Date)

(Name)

(Title)

(Date)

APPROVED AS TO FORM:

By: _____
James Lough

City Attorney
(Title)

(Date)

By: _____
(Name)

(Title)

(Date)

Attachment B – Exhibit 1

EXHIBIT 'A'

DEXTER WILSON ENGINEERING, INC.

DEXTER S. WILSON, P.E.
ANDREW M. OVEN, P.E.
STEPHEN M. NIELSEN, P.E.
NATALIE J. FRASCHETTI, P.E.

July 8, 2016

000-204

Lemon Grove Sanitation District
3232 Main Street
Lemon Grove, CA 91945

Attention: Mike James, Public Works Director
Tim Gabrielson, P.E., Interim City Engineer

Subject: Proposal to Provide Engineering Services for the Lemon Grove Sanitation District

We are pleased to provide the Lemon Grove Sanitation District with the following proposal for engineering services. The work, as further described in the Scope of Services below, consists of preparing a Sanitary Sewer Master Plan for the Lemon Grove Sanitation District.

The primary goal of the Sanitary Sewer Master Plan will be to develop a near-term (5 Year) and long-term (20 Year) estimate of capital expenditures. As the District is mostly build-out, it is anticipated that the majority of the capital projects will be driven by replacement of aging infrastructure (rather than capacity driven). That being said, master planning efforts will rely heavily on the District's CCTV condition assessment evaluations to ascertain the condition of the system. Thus, it is recommended that the plan be revised at least every 5 years to reprioritize the capital replacement needs of the District as CCTV efforts are ongoing. The scope of services also includes several tasks which may be completed by the District at its discretion (identified as Optional).

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Exhibit "A" provides an estimate of hours by task, and Exhibit "B" provides an estimate of costs by task. We propose to do the work on an hourly rate basis with a cost ceiling for the tasks described of \$75,040. With the Optional tasks, the cost ceiling is \$83,600.

SCOPE OF SERVICES

Dexter Wilson Engineering, Inc. will perform the following tasks:

TASK 1 – RESEARCH AND BACKGROUND

DWEI Approach and Tasks

Review the administrative, engineering, financial, and field operations of the District - evaluate growth in the District, review past CIP spending, and discuss future CIP expenditures.

- 1.1. Review scope of services with District staff and review relevant studies including, but not limited to, the existing sewer master plans and the City's General Plan and Downtown Village Specific Plan.
- 1.2. Meet with District staff to review development plans and relevant studies.
- 1.3. Review CIP records. This provides the opportunity to understand historical spending limitations as well as provide data establishing design and construction planning costs for developing the future CIP for the District.
- 1.4. Review District wastewater data, maintenance records, and meet with District staff to identify areas of concern regarding sewer mains (both gravity and force) and the Central Avenue Pump Station.
- 1.5. Prepare a description and general inventory of the sewer infrastructure based on review of plans, reports, studies, and field inspections.

Task 1 Engineering Fees: \$5,370

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TASK 2 – FIELD INVESTIGATIONS

DWEI Approach and Tasks

Task 2 provides the opportunity to understand the technical nature of the District's sanitary sewer assets and infrastructure.

2.1 The Central Avenue Pump Station evaluation would consist of a calculation evaluation of the pump station looking at existing pumping conditions (head, pressure, and checking for cavitation) versus design/as-built conditions as well as a site visit to ascertain the general condition of the station. The evaluation would also include review of maintenance records and pump curves, and a comparison of pump run logs to design flows and projected buildout flows to evaluate pumping and emergency storage capacity. Define recommended pump station CIP project(s) as necessary.

2.2 It is understood that the District will provide all manhole inverts and rim elevations per GIS data. This information in addition to other key fields such as pipe length, and size are essential to development of a working model. There are two components to this task:

2.2.a Conduct a quality control evaluation of the data to ascertain the completeness of the GIS data toward development of a model.

Optional 2.2.b Based upon our preliminary assessment of the District's GIS information, there are numerous inconsistencies in the data fields pertinent to the development of a functioning model. To achieve a functioning model, we will work with District staff to develop a data set based on a set of assumptions. The scope of this task is not to fix all of the inconsistencies within the GIS, but rather to proceed with the Master Plan process and goals based on District-approved assumptions. As such this task would include population of key fields of the District's GIS (manhole inverts, rim elevation, pipe length, material, size, age) based on the assumptions. This would be completed on a time and materials basis.

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- 2.3 Per the RFP, the District has completed CCTV inspections on all gravity sewer mains in the District. The results of the condition assessment of each pipe (presumed to be available in tabular form identified by manhole) will be incorporated into the Master Plan to assist in the prioritization of replacement.
- 2.4 For those pipe segments where CCTV work has identified a structural issue that requires review (e.g., crack, offset joint, etc.), we will review the condition assessment reports and CCTV tapes. The condition of these pipeline will be further ranked to assist in the prioritization of replacement. This task assumes 16 hours of CCTV tape review.

Optional 2.4.a For those pipes that seem to be in satisfactory condition, DWEI could spot check several tapes as a quality control measure. Assume 8 hours of tape review.

- 2.5 The District presently has three permanent flow meters in place to meter flow to the Metro System. Additionally, there are two portable meters. Using this meter data, water use records (as necessary), land use mapping, and drainage basins we will work to determine the estimated sewage generation rate across the single-family, multi-family, commercial, hotel/motel, institutional, and industrial land use types. We will also consider use of portable meters to better ascertain flow for particular land uses. For single-family and multi-family land uses, generation rates will be per EDU if the District has EDU information available. Otherwise all factors will be on a gpd/acre basis. This data will also be used to determine average flow rates and patterns District-wide.
- 2.6 Additionally, the flow data will be utilized to develop recommended generation rates to project buildout sewage flows from future development within the District for the single-family, multi-family, commercial, hotel/motel, institutional, and industrial land uses. Buildout flows will consider the City General Plan, Downtown Village Specific Plan, and improvement plans in process with the City.

Task 2 Engineering Fees: \$20,120

Optional Task 2 Engineering Fees: \$6,200

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TASK 3 - SEWER MODEL/SEWAGE GENERATION RATE

DWEI Approach and Tasks

This task brings together the existing and ultimate flow estimations under dry and wet weather conditions, as well as average and peak conditions. This step requires appropriate model loading to adequately determine where capacity deficiencies may occur.

- 3.1 To develop the flow model, we will finalize dry and wet weather peaking with the District (supported by prior data review) and then load the hydraulic model to simulate existing conditions and run four modeling scenarios: average dry, average wet, peak dry, and peak wet. The model run results will provide existing flow rates, existing remaining capacity, d/D, and existing velocities.
- 3.2 After determining the criteria by which capacity drives the prioritization of capital replacement (for example, under existing peak wet weather conditions, pipelines with a d/D of 1.0 or greater would be considered for replacement), identify locations where capacity is a concern.

Optional Task 3.2.a Validate the GIS information – Review as-built drawings of pipe sections which are identified as capacity deficient. This would be completed on a time and material basis.

- 3.3 Load hydraulic model to simulate buildout conditions (based on water use records, flow monitoring data, and flow projections) and run the peak wet modeling scenario to determine system requirements.
- 3.4 With submittal of draft Master Plan for District review, provide GIS shapefile/geodatabase of the following: Corrected manhole and pipe ID#s, pipe condition, slope, and existing flow results for each pipe under peak dry and wet weather flows. Flow result fields will include flow rate, velocity, actual d/D, maximum d/D, and available capacity for each of the two above scenarios. As described previously, and discussed in the RFP, District-approved assumptions will be made regarding pipe size, material, diameter, age, invert elevation, rim elevation, and length to complete this task.

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- 3.5 This effort will also include an evaluation of inflow and infiltration (I/I) experienced by the District based on District knowledge of I/I areas, flow data, and rainfall data. This will assist in determining the wet weather peaking experienced by the District. We will consider the use of portable meters to monitor I/I if appropriate.

Task 3 Engineering Fees: \$17,460

Optional Task 3 Engineering Fees: \$2,360

TASK 4 - WASTEWATER CAPITAL IMPROVEMENT PROGRAM (CIP)

DWEI Approach and Tasks

Completion of the Capital Improvement Program (CIP) and long-term spending needs is the culmination of the background research, field investigations, and sewer modeling efforts. This task will also discuss the District's long-term Metro contributions.

- 4.1.a A summary of the condition of all wastewater assets (as provided by staff CCTV efforts), their remaining useful life, and an estimated value/cost-to-replace provides the District with knowledge of long-term spending needs.
- 4.1.b Using the facility value, facility age (e.g., pipeline age from GIS), condition assessment (e.g., District generated CCTV results), and other factors (material, presence of groundwater, etc.) projections will be developed to estimate year-to-year replacement costs of infrastructure (outside identified CIP projects).
- 4.2.a Identify capital programs and associated costs. This task would also provide capital program recommendations (if applicable) such as manhole rehabilitation and pipeline rehabilitation to reduce I/I or the installation of smart covers at critical locations in the system to alert to high levels of flow.

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- 4.2.b The prioritization of improvement projects would be finalized in concert with the District, however we would generally recommend projects be prioritized such that significant structural issues are addressed first, followed by capacity issues, and finally remaining useful life. Additionally, prioritization would consider the criticality of the facility, and the social and environmental impact of failure or replacement of the facility, probability of failure based on the facility's condition.
- 4.2.c Define design and construction costs of all projects and programs identified. Include the District's contribution to Metro facilities.
- 4.2.d The prioritized list of projects and the final recommended CIP would be written considering the financial constraints (and others) of the District. We will work with District staff to group improvement projects into appropriate scope and magnitude CIP projects considering location, impact to traffic, customers, etc. to develop the 5 year CIP (2017-2021) and 20 year CIP (2017-2035).
- 4.2.e Clearly identify improvements that are driven by development/growth and their associated cost versus those to serve existing conditions.

Task 4 Engineering Fees: \$14,440

TASK 5 – PROJECT PROGRESS

DWEI Approach and Tasks

- 5.1 Prepare monthly progress report and attend monthly meeting (assume 4). Reports will include status of work completed to date, work to be completed in next month, problems/obstacles, and outstanding issues.

Task 5 Engineering Fees: \$5,320

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TASK 6 – PROJECT DELIVERABLES FROM CONSULTANT

DWEI Approach and Tasks

Prepare a concise report as outlined in the RFP (and expanded upon when necessary) detailing the findings of the above tasks.

- 6.1 Prepare four (4) hard copies and CD of draft report for staff review.
- 6.2 Address revisions and prepare fifteen (15) hard copies and CD of final plan.

Task 6 Engineering Fees: \$12,330

COMPENSATION

Work completed under this contract will be billed on a monthly basis. Fees will be calculated on an hourly rate basis by multiplying the actual hours worked on the job in each classification by the rates in the schedule attached as Exhibit "C." These rates are subject to change in January of each year.

All direct costs will be billed outside the proposed cost ceiling at cost plus 10 percent. Subconsultant invoices will be billed inside the cost ceiling at cost plus 5 percent.

TIME OF PERFORMANCE

Completion of the Master Plan is anticipated to be three months per the RFP. This schedule may be aggressive if the level of effort to review the CCTV tapes and update/improve the GIS/hydraulic model proves to be significant.

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COST ESTIMATES

Since the Design Professional has no control over the cost of labor, materials, or equipment, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, opinions of probable construction cost provided for herein are to be made on the basis of the Design Professional's experience and qualifications. These opinions represent the Design Professional's best judgment as an individual familiar with the construction industry. However, the Design Professional cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost provided to the Owner. If the Owner wishes greater assurance as to the construction cost, the Owner shall employ an independent cost estimator.

OWNERSHIP OF ORIGINALS

The Owner acknowledges the Design Professional's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the Owner upon completion of the work. The Owner agrees to hold harmless and indemnify the Design Professional against all damages, claims, and losses, including defense costs, arising out of any reuse of the plans and specifications without the written authorization of the Design Professional.

QUALIFICATIONS

Natalie J. Frascetti will provide the services described above. Ms. Frascetti is a Registered Civil Engineer in California and graduated from the University of Florida with a Bachelor of Science degree in Environmental Engineering Sciences.

Dexter S. Wilson will supervise the services described above. Mr. Wilson is a Registered Civil Engineer in California and graduated from Stanford University with a Bachelor of Science in Chemistry, and from the University of Arizona with a Master of Science in Civil Engineering.

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Thank you for the opportunity to provide a proposal on this project. If this proposal meets your approval, please prepare a contract in your format for our signature.

Respectfully submitted,

Dexter Wilson Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Natalie Frascchetti".

Natalie Frascchetti, P.E.

NF:pjs
Attachments

Attachment B – Exhibit 1

Exhibit “A”

Summary of Hours by Task

Task	Professional	Technical	Clerical	Total
Task 1 – Research and Background				
1.1	8	0	0	8
1.2	4	0	0	4
1.3	4	0	0	4
1.4	8	0	0	8
1.5	8	4	2	14
Subtotal	32	4	2	38
Task 2 – Field Investigations				
2.1	20	0	0	20
2.2.a	2	8	0	10
2.3	2	8	0	10
2.4	16	4	0	48
2.5	48	16	0	64
2.6	8	16	0	56
Subtotal	96	52	0	148
Task 3 – Sewer Model				
3.1	12	36	0	48
3.2	6	8	0	14
3.3	4	16	0	20
3.4	0	32	0	32
3.5	24	4	0	28
Subtotal	46	96	0	142
Task 4 – Wastewater Capital Improvement Program (CIP)				
4.1.ab	8	32	0	40
4.2.a	4	0	0	4
4.2.b	8	0	0	8
4.2.c	10	0	0	10
4.2.d	16	24	12	52
4.2.e	4	0	0	4
Subtotal	50	56	12	118

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Task	Professional	Technical	Clerical	Total
Task 5 – Project Progress				
5.1	32	0	8	40
Subtotal	32	0	8	40
Task 6 – Project Deliverables from Consultant				
6.1	32	24	26	82
6.2	8	4	24	36
Subtotal	40	28	50	118
TOTAL	344	236	100	680

OPTIONAL TASKS				
Task	Professional	Technical	Clerical	Total
2.2.b	4	40	0	44
2.4.a	8	0	0	8
3.2.a	4	16	0	20
Total	16	56	0	72

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Exhibit “B”

Summary of Costs by Task

Task	Cost, \$
Task 1 – Research and Background	
1.1	1,200
1.2	600
1.3	600
1.4	1,200
1.5	1,770
Subtotal	\$5,370
Task 2 – Field Investigations	
2.1	3,000
2.2.a	1,180
2.3	1,180
2.4	2,840
2.5	8,960
2.6	2,960
Subtotal	\$20,120
Task 3 – Sewer Model	
3.1	5,760
3.2	1,780
3.3	2,360
3.4	3,520
3.5	4,040
Subtotal	\$17,460
Task 4 – Wastewater Capital Improvement Program (CIP)	
4.1.ab	4,720
4.2.a	600
4.2.b	1,200
4.2.c	1,500
4.2.d	5,820
4.2.e	600
Subtotal	\$14,440

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Task	Cost, \$
Task 5 – Project Progress	
5.1	5,320
Subtotal	\$5,320
Task 6 – Project Deliverables from Consultant	
6.1	9,130
6.2	3,200
Subtotal	\$12,330
TOTAL	\$75,040

OPTIONAL TASKS	
Task	Cost, \$
2.2.b	5,000
2.4.a	1,200
3.2.a	2,360
TOTAL	\$8,560

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Exhibit "C"

DEXTER WILSON ENGINEERING, INC.

Rate Schedule Effective January 1, 2016

CLASSIFICATION	HOURLY RATE
Office Personnel:	
Planning/Design	
Principal Engineer (RCE)	\$200.00
Managing Engineer (RCE)	\$190.00
Project Engineer (RCE)	\$170.00
Senior Engineer (RCE)	\$130.00
Design Engineer (RCE)	\$120.00
Associate Engineer II	\$110.00
Associate Engineer I	\$100.00
Engineering Aide II	\$100.00
Engineering Aide I	\$ 85.00
Drafting/Design	
Senior Designer	\$110.00
Senior Drafter	\$100.00
Drafter II	\$ 85.00
Drafter I	\$ 75.00
Clerical	\$ 65.00